

Exhibit B

PCS RECEIVABLES CORP.,

as Borrower

POST-CONFIRMATION LOAN AND SECURITY AGREEMENT

Dated as of _____, 2011

CERTAIN FINANCIAL INSTITUTIONS,

as Lenders

and

BANK OF AMERICA, N.A.,

as Agent

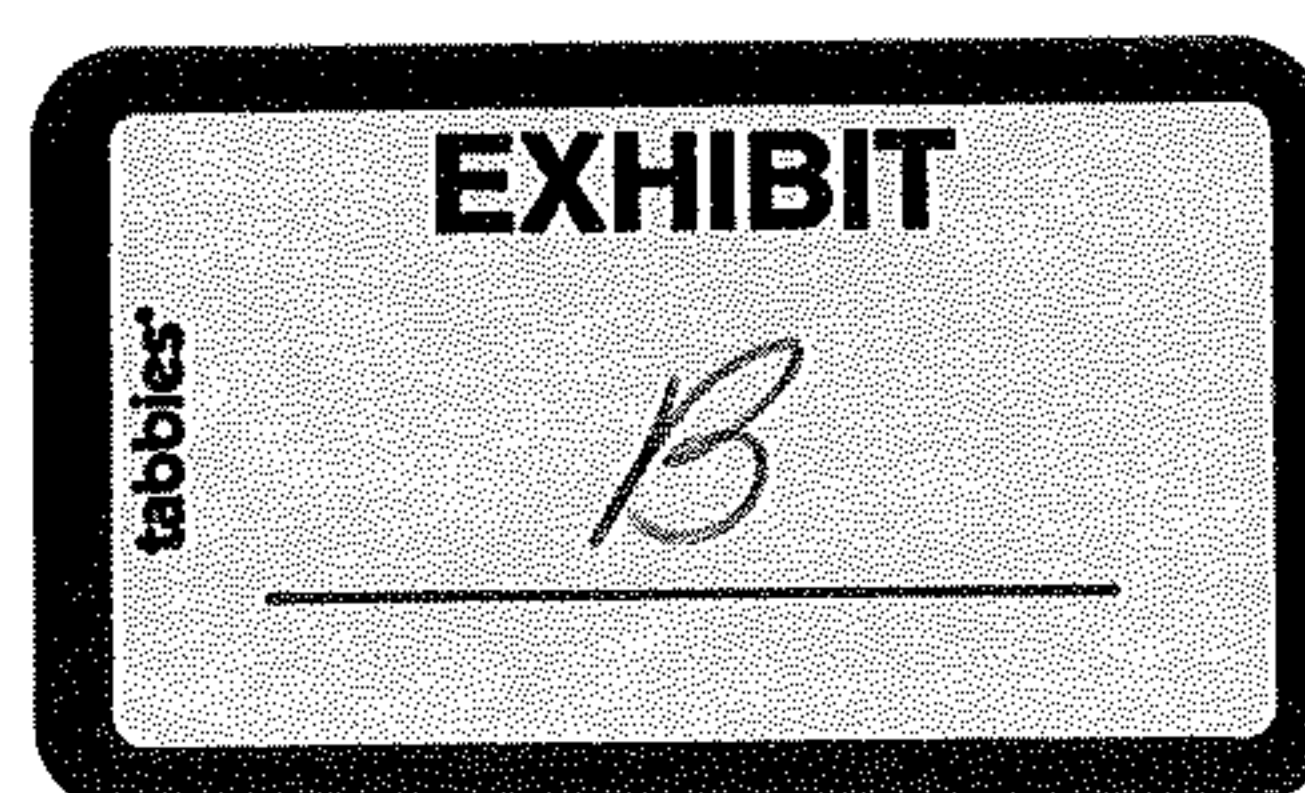


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POST-CONFIRMATION LOAN AND SECURITY AGREEMENT

THIS POST-CONFIRMATION LOAN AND SECURITY AGREEMENT is dated as of _____, 2011 (this "Agreement"), among **PCS RECEIVABLES CORP.** ("Borrower"), the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders"), and **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Lenders ("Agent").

RECITALS:

WHEREAS, on November 13, 2008 (the "Petition Date"), PCS Financial Corp. ("PCS") and Prime Acceptance Corp. ("Prime Acceptance") and, together with PCS, the "Pre-Petition Debtors") filed with the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") voluntary petitions for relief under Chapter 11 of the Bankruptcy Code;

WHEREAS, on [_____, 20__], the Pre-Petition Debtors filed a [Joint Plan of Reorganization] (the "Plan of Reorganization") with the Bankruptcy Court;

WHEREAS, immediately after Plan Effectiveness, the Pre-Petition Debtors will merge with and into the Borrower;

WHEREAS, pursuant to the Plan of Reorganization, all of the secured claims of the Lenders with respect to the obligations of the Pre-Petition Debtors under the Pre-Petition Loan Agreement prior to Plan Effectiveness are to be evidenced by loans under this Agreement; and

WHEREAS, the Lenders have agreed to restructure their existing secured claims owing by the Pre-Petition Debtors into term loans upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

Account: as defined in the UCC, including all rights to payment for goods sold or leased, or for services rendered. All references to "Account" shall include the Consumer Credit Contracts and the Loan Receivables.

Account Debtor: a Person who is obligated under an Account, Chattel Paper or General Intangible.

Adjusted Tangible Net Worth: the remainder of (a) Tangible Net Worth minus (b) the Loss Reserve Amount.

Affiliate: with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have correlative meanings.

Agent: as defined in the preamble to this Agreement.

Agent Indemnitees: Agent and its officers, directors, employees, Affiliates, agents and attorneys.

Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

Agreement: as defined in the preamble to this Agreement.

Anti-Terrorism Laws: any laws relating to terrorism or money laundering, including the Patriot Act.

Applicable Law: all laws, rules, regulations and governmental guidelines applicable to the Person, conduct, transaction, agreement or matter in question, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities.

Applicable Margin: with respect to any Loan, the margin set forth below, as determined by the Monthly LTV Ratio for the last month:

Level	Monthly LTV Ratio	Margin
I	≥ 100%	2.00%
II	< 100%	1.50%

Until [February 28, 2011], margins shall be determined as if Level I were applicable. Thereafter, the margins shall be subject to increase or decrease upon receipt by Agent pursuant to **Section 7.1** of each Total Collateral Value Certificate, which change shall be effective on the first day of the calendar month following receipt. If, by the first day of a month, the Total Collateral Value Certificate due in the preceding month have not been received, then, at the option of Agent or Required Lenders, the margin shall be determined as if Level I were applicable, from such day until the first day of the calendar month following actual receipt.

Approved Fund: any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in its ordinary course of activities, and is administered or managed by a Lender, an entity that administers or manages a Lender or an Affiliate of either.

Asset Disposition: a sale, lease, license, consignment, transfer or other disposition of Property of Borrower, including a disposition of Property in connection with a sale-leaseback transaction or synthetic lease.

Assignment and Acceptance: an assignment agreement between a Lender and an Eligible Assignee, in the form of **Exhibit B**.

Bank of America: Bank of America, N.A., a national banking association, and its successors and assigns.

Bank of America Indemnitees: Bank of America and its officers, directors, employees, Affiliates, agents and attorneys.

Bank Product: any of the following products, services or facilities extended to Borrower or Subsidiary by a Lender or any of its Affiliates: (a) Cash Management Services; (b) products under Hedging Agreements; (c) commercial credit card and merchant card services; and (d) other banking products or services as may be requested by Borrower or any Subsidiary; provided, however, that for any of the foregoing to be included as an "Obligation" for purposes of a distribution under **Section 4.5.1**, the applicable Secured Party and Borrower must have previously provided written notice to Agent of (i) the existence of such Bank Product, (ii) the maximum dollar amount of obligations arising thereunder to be included as a Bank Product Reserve ("Bank Product Amount"), and (iii) the methodology to be used by such parties in determining the Bank Product Debt owing from time to time. The Bank Product Amount may be changed from time to time upon written notice to Agent by the Secured Party and Borrower. No Bank Product Amount may be established or increased at any time that a Default or Event of Default exists, or if a reserve in such amount would cause an Overadvance.

Bank Product Amount: as defined in the definition of Bank Product.

Bank Product Debt: Debt and other obligations of Borrower relating to Bank Products.

Bank Product Reserve: the aggregate amount of reserves established by Agent from time to time in its discretion in respect of Bank Product Debt, which shall be at least equal to the sum of all Bank Product Amounts.

Bankruptcy Code: Title 11 of the United States Code.

Bankruptcy Court: as defined in the recitals of this Agreement.

Base Rate: a *per annum* rate, determined by Agent for the applicable day, equal to the greater of (a) the Prime Rate; (b) the Federal Funds Rate, plus 0.50%; or (c) LIBOR for a 30 day interest period, plus 1.00%.

Board of Governors: the Board of Governors of the Federal Reserve System.

Borrowed Money: with respect to Borrower, without duplication, its (a) Debt that (i) arises from the lending of money by any Person to Borrower, (ii) is evidenced by notes, drafts, bonds, debentures, credit documents or similar instruments, (iii) accrues interest or is a type upon

which interest charges are customarily paid (excluding trade payables owing in the Ordinary Course of Business), or (iv) was issued or assumed as full or partial payment for Property; (b) Capital Leases; (c) reimbursement obligations with respect to letters of credit; and (d) guaranties of any Debt of the foregoing types owing by another Person.

Borrower: as defined in the preamble to this Agreement.

Borrower Consumer Credit Contract: a Consumer Credit Contract that is owned by Borrower.

Business Day: any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, North Carolina and Illinois.

Capital Expenditures: all liabilities incurred or expenditures made by Borrower or Subsidiary for the acquisition of fixed assets, or any improvements, replacements, substitutions or additions thereto with a useful life of more than one year.

Capital Lease: any lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

Cash: as of any date of determination, the total cash of Borrower on hand or on deposit on such date; provided that "Cash" will not include, for purposes of this Agreement and the other Loan Documents, funds on deposit: (a) in any Servicing Account, (b) in the account No. [] established in the name of Borrower with Bank of America and pledged to Bank of America as security for certain Bank Product Debts, or (c) [in the account No. [] established in the name of Borrower with _____ and pledged to _____ as security for certain Bank Product Debts].

Cash Collateral: cash, and any interest or other income earned thereon, that is delivered to Agent to Cash Collateralize any Obligations.

Cash Collateral Account: a demand deposit, money market or other account established by Agent at such financial institution as Agent may select in its discretion, which account shall be subject to Agent's Liens for the benefit of Secured Parties.

Cash Collateralize: the delivery of cash to Agent, as security for the payment of Obligations, in an amount equal to, with respect to any inchoate, contingent or other Obligations (including Obligations arising under Bank Products), Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to such Obligations. "Cash Collateralization" has a correlative meaning.

Cash Equivalents: (a) marketable obligations issued or unconditionally guaranteed by, and backed by the full faith and credit of, the United States government, maturing within 12 months of the date of acquisition; (b) certificates of deposit, time deposits and bankers' acceptances maturing within 12 months of the date of acquisition, and overnight bank deposits, in each case which are issued by a commercial bank organized under the laws of the United States or any state or district thereof, rated A-1 (or better) by S&P or P-1 (or better) by Moody's

at the time of acquisition, and (unless issued by a Lender) not subject to offset rights; (c) repurchase obligations with a term of not more than 30 days for underlying investments of the types described in clauses (a) and (b) entered into with any bank meeting the qualifications specified in clause (b); (d) commercial paper rated A-1 (or better) by S&P or P-1 (or better) by Moody's, and maturing within nine months of the date of acquisition; and (e) shares of any money market fund that has substantially all of its assets invested continuously in the types of investments referred to above, has net assets of at least \$500,000,000 and has the highest rating obtainable from either Moody's or S&P.

Cash Management Services: any services provided from time to time by Bank of America or any of its Affiliates to Borrower or any Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

CERCLA: the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.).

Change in Law: the occurrence, after the date hereof, of (a) the adoption, taking effect or phasing in of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof; or (c) the making, issuance or application of any request, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority.

Change of Control: (a) Lou Gineris, Chris Ward and Ken Nichol cease to own and control, beneficially and of record, directly or indirectly, at least 51% of the Equity Interests in Borrower having voting rights for the election of directors (on a fully diluted basis); (b) a change in the majority of directors of Borrower, unless approved by the then majority of directors; or (c) all or substantially all of Borrower's assets are sold or transferred.

Chapter 11 Cases: the chapter 11 cases of the Pre-Petition Debtors commenced on the Petition Date in the Bankruptcy Court under Case Nos. 08 B 30930 and 08 B 30934.

Claims: all liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable attorneys' fees and Extraordinary Expenses) at any time (including after Full Payment of the Obligations, resignation or replacement of Agent, or replacement of any Lender) incurred by or asserted against any Indemnatee in any way relating to (a) any Loans, Loan Documents, or the use thereof or transactions relating thereto, (b) any action taken or omitted to be taken by any Indemnatee in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Applicable Law, or (e) failure by Borrower to perform or observe any terms of any Loan Document, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnatee is a party thereto.

Closing Date: [_____, 20__].

Code: the Internal Revenue Code of 1986.

Collateral: all Property described in **Section 6.1**, all Property described in any Security Documents as security for any Obligations, and all other Property that now or hereafter secures (or is intended to secure) any Obligations.

Collateral Reserve: the sum (without duplication) of (a) the Bank Product Reserve and (b) such additional reserves, in such amounts and with respect to such matters, as Agent in its discretion may elect to impose from time to time.

Collections: all proceeds received from Collateral.

Compliance Certificate: a certificate, in form and substance satisfactory to Agent, by which Borrower certifies compliance with **Section 9.3** and calculate the applicable Level for the Applicable Margin.

Confirmation Order: an order of the Bankruptcy Court confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code, which order shall be reasonably satisfactory to Agent and the Required Lenders.

Consumer Credit Contract: with respect to Borrower or a Dealer, all of such Person's now owned and hereafter acquired loan agreements, Accounts, revolving credit agreements, installment sale contracts, Instruments, notes, Documents, Chattel Paper, and all other forms of obligations owing to such Person, including any collateral for any of the foregoing, including all rights under any and all security documents and merchandise returned to or repossessed by such Person. Reference to "Consumer Credit Contract" will include the Borrower Consumer Credit Contracts and/or the Dealer Consumer Credit Contracts, as the context may require.

Consumer Credit Contract Value: an amount equal to seventy-five percent (75%) of the outstanding amount of the Borrower Consumer Credit Contracts which meet the definition of Eligible Consumer Credit Contract set forth herein; provided that the value of any discount given to Borrower by a seller of a Borrower Consumer Credit Contract at the time of the purchase of such Borrower Consumer Credit Contract (such discount, an "Unearned Discount") will be disregarded for purposes of the calculation of the Consumer Credit Contract Value.

Contingent Obligation: any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt, lease, dividend or other obligation ("primary obligations") of another obligor ("primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligation to make take-or-pay or similar payments regardless of nonperformance by any other party to an agreement; and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth or solvency of the primary obligor, (iv) to purchase Property or services for the purpose of assuring the ability of the primary obligor to perform a primary obligation, or (v) otherwise to assure or hold harmless the holder of any primary obligation against loss in respect thereof. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for

which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

Contract Debtor: each Person who is obligated to Borrower or to a Dealer to perform any duty under, or to make any payment pursuant to, the terms of a Consumer Credit Contract.

Credit Guidelines: Borrower's guidelines (which have previously been reviewed and approved by Agent) which state in detail the credit criteria used by Borrower in determining the creditworthiness of Contract Debtors, as the same may be amended from time to time in a manner approved by Agent in writing.

CWA: the Clean Water Act (33 U.S.C. §§ 1251 et seq.).

Dealer: an entity engaged in the business of financing goods or services which has borrowed funds from Borrower and is thereby obligated to pay a Loan Receivable.

Dealer Consumer Credit Contract: a Consumer Credit Contract that is owned by a Dealer and that has been pledged to Borrower by such Dealer as security for Loan Receivables owed to Borrower by such Dealer.

Debt: as applied to any Person, without duplication, (a) all items that would be included as liabilities on a balance sheet in accordance with GAAP, including Capital Leases; (b) all Contingent Obligations; (c) all reimbursement obligations in connection with letters of credit issued for the account of such Person; and (d) in the case of Borrower, the Obligations. The Debt of a Person shall include any recourse Debt of any partnership in which such Person is a general partner or joint venturer.

Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

Default Expenses: all costs, expenses or advances that any Lender may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of Borrower, including those relating to (a) the exercise, protection or enforcement of any rights or remedies of such Lender in, or the monitoring of, any Insolvency Proceeding; (b) any Enforcement Action; and (c) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations.

Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 2% plus the interest rate otherwise applicable thereto.

Deposit Account Control Agreements: the Deposit Account control agreements to be executed by each institution maintaining a Deposit Account for Borrower, in favor of Agent, for the benefit of Secured Parties, as security for the Obligations.

Distribution: any declaration or payment of a distribution, interest or dividend on any Equity Interest (other than payment-in-kind); any distribution, advance or repayment of Debt to a holder of Equity Interests; or any purchase, redemption, or other acquisition or retirement for value of any Equity Interest.

Dollars or \$: lawful money of the United States.

EBITDA: for any period, determined on a consolidated basis for Borrower and Subsidiaries, net income, calculated before interest expense, provision for income taxes, depreciation and amortization expense, gains or losses arising from the sale of capital assets, gains arising from the write-up of assets, and any extraordinary gains (in each case, to the extent included in determining net income) plus, to the extent deducted in determining such net income, any non-recurring expenses related to the reorganization and restructuring of the Pre-Petition Debtors in connection with the Chapter 11 Cases.

Eligible Accounts: collectively, Eligible Consumer Credit Contracts that are Borrower Consumer Credit Contracts and Eligible Dealer Loan Receivables; it being understood that Agent may rely, in determining which Accounts are Eligible Accounts, on all statements and representations made by Borrower with respect thereto. Borrower warrants, with respect to each Account at the time it is shown as an Eligible Account in a Total Collateral Value Certificate, that:

(a) with respect to Consumer Credit Contracts: (i) each existing Consumer Credit Contract represents, and each future Consumer Credit Contract will represent, a bona fide obligation of the Contract Debtor obligated thereon, enforceable in accordance with its terms; (ii) each existing Consumer Credit Contract is, and each future Contract will be, for a liquidated amount payable by the Contract Debtor obligated thereon on the terms set forth in the Consumer Credit Contract therefor or in the schedule thereof delivered to Agent, without any offset, deduction, defense (including the defense of usury) or counterclaim; (iii) there is only one original counterpart of the Consumer Credit Contract executed by the Contract Debtor; (iv) each Consumer Credit Contract correctly sets forth the terms thereof, including the interest rate, if any, applicable thereto and correctly describes the collateral, if any, for such Consumer Credit Contract; (v) the signatures of all Contract Debtors obligated thereon are genuine and, to the knowledge of Borrower, each such Contract Debtor had the legal capacity to enter into and execute such documents on the date thereof; (vii) each Consumer Credit Contract complies with all applicable laws; and (viii) Borrower has not used illegal, improper, fraudulent or deceptive marketing techniques or unfair business practices with respect to the Consumer Credit Contracts; and

(b) with respect to Loan Receivables: except as set forth in **Schedule 1.1** or as otherwise disclosed by Borrower to Agent in writing, each Loan Receivable: (i) is a valid, legally enforceable and unconditional obligation representing an undisputed indebtedness incurred by the Dealer obligated thereon, and shall in all respects be what it is reported to be; (ii) is evidenced by a duly authorized, executed and delivered loan and security agreement that: (A) includes representations, warranties and covenants that are customary for transactions of the type and under which the Dealer is not in default, (B) is enforceable in accordance with its terms, (C) will not be materially modified after the date hereof without Agent's written consent, which consent shall not be unreasonably withheld, (D) unconditionally permits Agent to obtain and collect amounts due on Dealer Consumer Credit Contracts that are pledged as security for such Loan Receivable upon an Event of Default, (E) permits Borrower to act as the Dealer's agent for collection of all amounts due on all Dealer Consumer Credit Contracts pledged as security for such Loan Receivable, and (F) which Borrower has the unconditional authority to assign or

otherwise transfer to Agent; (iii) grants to Borrower and its assignees a first priority perfected Lien in Dealer Consumer Credit Contracts which Borrower has the unconditional authority to assign or otherwise transfer to Agent and the sole original agreements, documents or instruments evidencing such Dealer Consumer Credit Contracts are in the possession of Borrower or have been endorsed and delivered by Borrower to Agent pursuant to **Section 7.2.3(b)**; (iv) is owned by Borrower free and clear of all Liens (except Agent's Liens); (v) was created in Borrower's Ordinary Course of Business; (vi) is not owing from a Dealer located or resident in any foreign country; and (vii) is secured by Dealer Consumer Credit Contracts that, to Borrower's best knowledge, would comply with clause (a) above had they been entered into by Borrower and were entered into, and are, in conformance with all applicable consumer credit and other lending laws.

Eligible Assignee: a Person that is (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund; (d) any other financial institution approved by Agent whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or is not otherwise prohibited by any other Applicable Law; and (e) during any Event of Default, any Person (other than the Borrower or any Affiliate of the Borrower) acceptable to Agent in its reasonable discretion; provided that, in case of Persons referenced in subclauses (a) through (d) above, unless otherwise agreed to by Agent in its discretion, such Persons must (i) be organized in the United States, in the United Kingdom, or in Canada, or (ii) have operations in and subject to regulation in the United States by appropriate financial services regulators (for example and without limitation, the Federal Reserve System, the Office of the Comptroller of the Currency, or state banking authorities).

Eligible Consumer Credit Contracts: those Consumer Credit Contracts that Agent, in its reasonable discretion, deems to be Eligible Consumer Credit Contracts. Without limiting the foregoing, no Consumer Credit Contract shall be an Eligible Consumer Credit Contract unless:

- (a) with respect to Borrower Consumer Credit Contracts only:
 - (i) the Consumer Credit Contract strictly complies with all of Borrower's warranties and representations contained herein;
 - (ii) less than three payments due under such Consumer Credit Contract are contractually delinquent;
 - (iii) neither Borrower nor the Contract Debtor is in default under the terms of the Consumer Credit Contract;
 - (iv) Borrower has not granted to the Contract Debtor extensions of time other than provided in Borrower's extension policy as approved by Agent;
 - (v) the Consumer Credit Contract was acquired by Borrower in the Ordinary Course of Business; and
 - (vi) Agent has a first priority perfected Lien in the Consumer Credit Contract;

(b) with respect to Dealer Consumer Credit Contracts only, no more than three payments due under such Consumer Credit Contract are contractually delinquent and the related Loan Receivables was acquired by Borrower in the Ordinary Course of Business;

(c) with respect to all Consumer Credit Contracts:

(i) the Consumer Credit Contract or payments due thereunder are not subject to any defense, counterclaim, offset, discount or allowance;

(ii) the terms of the Consumer Credit Contract and all related documents and Instruments comply in all respects with all applicable laws;

(iii) the Contract Debtor is not an Affiliate or an employee of Borrower;

(iv) the creditworthiness of the Contract Debtor is acceptable to Agent and the Consumer Credit Contract and Contract Debtor conform to the Credit Guidelines in all material respects;

(v) the Contract Debtor is not subject to an Insolvency Proceeding under Federal law or any similar proceeding under state law;

(vi) the first scheduled payment of the Consumer Credit Contract is not outstanding more than 60 days after the original due date of the Consumer Credit Contract;

(vii) the Consumer Credit Contract has payment terms which are on fully amortizing terms;

(viii) repayment of the Consumer Credit Contract is secured by a first priority perfected Lien interest in any merchandise sold in connection therewith;

(ix) the original term of the Consumer Credit Contract is not more than 63 months from the date of origination; provided that, with respect to Consumer Credit Contracts with an aggregate face amount not to exceed \$500,000 entered into prior to January 1, 2011 and identified by Borrower to the satisfaction of Agent prior to the Closing Date, the original term of such Consumer Credit Contracts may be more than 63 months, but not more than 72 months, from the date of origination; and

(x) the merchandise, if any, which secures the Consumer Credit Contract has been delivered to the Contract Debtor and has not been repossessed by Borrower or the applicable Dealer or returned by the Contract Debtor to Borrower or to the applicable Dealer.

Notwithstanding anything in this Agreement to the contrary, no Consumer Credit Contract that has been charged-off or written-down (or should have been charged-off or written-down pursuant to the terms of this Agreement or GAAP) shall be an Eligible Consumer Credit Contract.

Eligible Dealer Loan Receivable means any Loan Receivable to the extent of the amount thereof that does not exceed, at the time of determination, the lesser of (a) the maximum credit limit for the Dealer obligated thereon as approved by Borrower to which such Dealer is obligated in accordance with Borrower's standard credit evaluation procedures; (b) eighty percent (80%) of the aggregate outstanding balance of Eligible Consumer Credit Contracts that are Dealer Consumer Credit Contracts which have been pledged to Borrower by the applicable Dealer as security for such Loan Receivable; or (c) \$10,200,000, *it being understood* that (w) the value of the Loan Receivable owing from Citizen Finance ("CF") in excess of \$2,500,000 shall not be counted for purposes of determining the eligibility of such Loan Receivable, (x) the value of the Loan Receivable owing from Global Connections, Inc., a Kansas corporation ("GCI"), in excess of \$4,400,000 shall not be counted for purposes of determining the eligibility of such Loan Receivable, (y) the value of the Loan Receivable owing from Global Services, Inc., a Kansas corporation ("GSI"), in excess of \$2,500,000 shall not be counted for purposes of determining the eligibility of such Loan Receivable, and (z) the value of the Loan Receivable owing from NDI, Inc., a Kansas corporation ("NDI"), in excess of \$800,000 shall not be counted for purposes of determining the eligibility of such Loan Receivable; provided, however, that a Loan Receivable shall not be an Eligible Dealer Loan Receivable (i) if it is owing from a Dealer which is known by Borrower: (A) to be the subject of any bankruptcy or insolvency proceeding, (B) to have made an assignment for the benefit of creditors, (C) to have expressed an inability or unwillingness to pay all or any portion of such Loan Receivable on a timely basis or which Borrower has reason to believe will be unable or unlikely to pay all or any portion of such Loan Receivable on a timely basis, or (D) to be subject to any threatened or pending proceedings or actions which might result in any material adverse change in such Dealer's financial condition or in its ability to pay such Loan Receivable in full, (ii) to the extent, but only to the extent, that such Loan Receivable is subject to any defense, setoff or counterclaim, and (iii) if Agent reasonably believes that its interest therein is not adequately secured or protected.

Enforcement Action: any action to enforce any Obligations or Loan Documents or to realize upon any Collateral (whether by judicial action, self-help, notification of Account Debtors, exercise of setoff or recoupment, or otherwise).

Environmental Agreement: each agreement of Borrower with respect to any Real Estate subject to a Mortgage, pursuant to which Borrower agrees to indemnify and hold harmless Agent and Lenders from liability under any Environmental Laws.

Environmental Laws: all Applicable Laws (including all programs, permits and guidance promulgated by regulatory agencies), relating to public health (but excluding occupational safety and health, to the extent regulated by OSHA) or the protection or pollution of the environment, including CERCLA, RCRA and CWA.

Environmental Notice: a notice (whether written or oral) from any Governmental Authority or other Person of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Environmental Release, environmental pollution or hazardous materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

Environmental Release: a release as defined in CERCLA or under any other Environmental Law.

Equity Interest: the interest of any (a) shareholder in a corporation; (b) partner in a partnership (whether general, limited, limited liability or joint venture); (c) member in a limited liability company; or (d) other Person having any other form of equity security or ownership interest.

ERISA: the Employee Retirement Income Security Act of 1974.

ERISA Affiliate: any trade or business (whether or not incorporated) under common control with Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

ERISA Event: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) Borrower or any ERISA Affiliate fails to meet any funding obligations with respect to any Pension Plan or Multiemployer Plan, or requests a minimum funding waiver; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Borrower or any ERISA Affiliate.

Event of Default: as defined in **Section 10**.

Excluded Tax: with respect to Agent, any Lender or any other recipient of a payment to be made by or on account of any Obligation, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located; (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which Borrower is located; (c) any backup withholding tax required by the Code to be withheld from amounts payable to a Lender that has failed to comply with **Section 4.8**; and (d) in the case of a Foreign Lender, any United States withholding tax that is (i) required pursuant to laws in force at the time such Lender becomes a Lender (or designates a new Lending Office) hereunder, or (ii) attributable to such Lender's failure or inability (other than as a result of a Change in Law) to comply with **Section 4.8**, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from Borrower with respect to such withholding tax.

Existing Secured Lender Claims: all amounts payable by the Pre-Petition Debtors to the Lenders under the Pre-Petition Loan Agreement and the Pre-Petition Loan Documents, including principal, accrued and unpaid interest (including interest accrued from and after the Petition Date) and other allowed costs and expenses.

Extraordinary Expenses: all costs, expenses or advances that Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of Borrower, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Agent, any Lender, Borrower, any representative of creditors of Borrower or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents or Obligations, including any lender liability or other Claims; (c) the exercise, protection or enforcement of any rights or remedies of Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of any taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations; and (g) Protective Advances. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees, appraisal fees, brokers' fees and commissions, auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of Borrower or any independent contractors in liquidating any Collateral, and travel expenses.

Federal Funds Rate: (a) the weighted average of interest rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on the applicable Business Day (or on the preceding Business Day, if the applicable day is not a Business Day), as published by the Federal Reserve Bank of New York on the next Business Day; or (b) if no such rate is published on the next Business Day, the average rate (rounded up, if necessary, to the nearest 1/8 of 1%) charged to Bank of America on the applicable day on such transactions, as determined by Agent.

Fiscal Quarter: each period of three months, commencing on the first day of a Fiscal Year.

Fiscal Year: the fiscal year of Borrower and Subsidiaries for accounting and tax purposes, ending on November 30 of each year.

FLSA: the Fair Labor Standards Act of 1938.

Foreign Lender: any Lender that is organized under the laws of a jurisdiction other than the laws of the United States, or any state or district thereof.

Foreign Plan: any employee benefit plan or arrangement (a) maintained or contributed to by Borrower or any Subsidiary that is not subject to the laws of the United States; or (b) mandated by a government other than the United States for employees of Borrower or any Subsidiary.

Foreign Subsidiary: a Subsidiary that is a “controlled foreign corporation” under Section 957 of the Code, such that a guaranty by such Subsidiary of the Obligations or a Lien on the assets of such Subsidiary to secure the Obligations would result in material tax liability to Borrower.

Full Payment: with respect to any Obligations, (a) the full and indefeasible cash payment thereof, including any interest, fees and other charges accruing during an Insolvency Proceeding (whether or not allowed in the proceeding); (b) if such Obligations are inchoate or contingent in nature, Cash Collateralization thereof (or delivery of a standby letter of credit acceptable to Agent in its discretion, in the amount of required Cash Collateral); and (c) a release of any Claims of Borrower against Agent and Lenders arising on or before the payment date.

GAAP: generally accepted accounting principles in effect in the United States from time to time.

Governmental Approvals: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

Governmental Authority: any federal, state, municipal, foreign or other governmental department, agency, commission, board, bureau, court, tribunal, instrumentality, political subdivision, or other entity or officer exercising executive, legislative, judicial, regulatory or administrative functions for or pertaining to any government or court, in each case whether associated with the United States, a state, district or territory thereof, or a foreign entity or government.

Hedging Agreement: an agreement relating to any swap, cap, floor, collar, option, forward, cross right or obligation, or combination thereof or similar transaction, with respect to interest rate, foreign exchange, currency, commodity, credit or equity risk.

Indemnified Taxes: Taxes other than Excluded Taxes.

Indemnitees: Agent Indemnitees, Lender Indemnitees and Bank of America Indemnitees.

Insolvency Proceeding: any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

Insurance Assignment: each collateral assignment of insurance pursuant to which Borrower assigns to Agent, for the benefit of Secured Parties, Borrower’s rights under key-man life, business interruption or other insurance policies as Agent deems appropriate, as security for the Obligations.

Intellectual Property: all intellectual and similar Property of a Person, including inventions, designs, patents, copyrights, trademarks, service marks, trade names, trade secrets,

confidential or proprietary information, customer lists, know-how, software and databases; all embodiments or fixations thereof and all related documentation, applications, registrations and franchises; all licenses or other rights to use any of the foregoing; and all books and records relating to the foregoing.

Intellectual Property Claim: any claim or assertion (whether in writing, by suit or otherwise) that Borrower's or a Subsidiary's ownership, use, marketing, sale or distribution of any Inventory, Equipment, Intellectual Property or other Property violates another Person's Intellectual Property.

Interest Coverage Ratio: the ratio, determined on a consolidated basis for Borrower and Subsidiaries for the most recent twelve (12) months, of (a) EBITDA, to (b) Interest Expense.

Interest Expense: for any period, the consolidated interest expense (other than payment-in-kind) of Borrower and Subsidiaries for such period (including all imputed interest on Capital Leases).

Investment: any acquisition of all or substantially all assets of a Person; any acquisition of record or beneficial ownership of any Equity Interests of a Person; or any advance or capital contribution to or other investment in a Person.

IRS: the United States Internal Revenue Service.

Lender Indemnitees: Lenders and their officers, directors, employees, Affiliates, agents and attorneys.

Lenders: as defined in the preamble to this Agreement, including any other Person who hereafter becomes a "Lender" pursuant to an Assignment and Acceptance.

Lending Office: the office designated as such by the applicable Lender at the time it becomes party to this Agreement or thereafter by notice to Agent and Borrower.

Leverage Ratio: the ratio of (a) Debt (other than Contingent Obligations and Subordinated Debt) of Borrower and Subsidiaries as of the last day of such quarter, to (b) Adjusted Tangible Net Worth.

LIBOR: the British Bankers Association LIBOR Rate, as published by Reuters (or other commercially available source designated by Agent), or if such rate is not available for any reason, the interest rate at which dollar deposits in the approximate amount of the Loan would be offered by Agent's London branch to major banks in the London interbank Eurodollar market, in each case as in effect two Business Days prior to Agent's date of determination and rounded up, if necessary, to the nearest 1/8th of 1%. If the Board of Governors imposes a Reserve Percentage with respect to LIBOR deposits, then LIBOR shall be the foregoing rate, divided by 1 minus the Reserve Percentage.

License: any license or agreement under which Borrower is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or disposition of Collateral, any use of Property or any other conduct of its business.

Licensors: any Person from whom Borrower obtains the right to use any Intellectual Property.

Lien: any Person's interest in Property securing an obligation owed to, or a claim by, such Person, whether such interest is based on common law, statute or contract, including liens, security interests, pledges, hypothecations, statutory trusts, reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property.

Lien Waiver: an agreement, in form and substance satisfactory to Agent, by which (a) for any material Collateral located on leased premises, the lessor waives or subordinates any Lien it may have on the Collateral, and agrees to permit Agent to enter upon the premises and remove the Collateral or to use the premises to store or dispose of the Collateral; (b) for any Collateral held by a warehouseman, processor, shipper, customs broker or freight forwarder, such Person waives or subordinates any Lien it may have on the Collateral, agrees to hold any Documents in its possession relating to the Collateral as agent for Agent, and agrees to deliver the Collateral to Agent upon request; (c) for any Collateral held by a repairman, mechanic or bailee, such Person acknowledges Agent's Lien, waives or subordinates any Lien it may have on the Collateral, and agrees to deliver the Collateral to Agent upon request; and (d) for any Collateral subject to a Licensors's Intellectual Property rights, the Licensors grants to Agent the right, *vis-à-vis* such Licensors, to enforce Agent's Liens with respect to the Collateral, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable License.

Loan: a Term Loan.

Loan Account: the loan account established by each Lender on its books pursuant to **Section 4.6.1**.

Loan Documents: this Agreement, Other Agreements and Security Documents.

Loan Receivable: the right to payment for amounts loaned by Borrower to a Dealer which is pledged to Agent for the benefit of the Secured Parties, and may, without limitation, in whole or in part, be in the form of an Account, Chattel Paper, Document, Instrument or General Intangible. Any and all Loan Receivables to a Dealer and/or its Affiliate(s) shall be regarded as a single Loan Receivable. Notwithstanding any provision of this Agreement to the contrary, a Loan Receivable shall not include Borrower's receivables for collection or any other services, unless such receivables are for collection services in connection with Dealer Consumer Credit Contracts.

Loan Year: each 12-month period commencing on the Closing Date and on each anniversary of the Closing Date.

Loss Reserve Amount: an amount determined by Agent in its reasonable discretion based on an alternative loss reserve calculation which equals the difference between the annualized six-month charge-off rate for Borrower's accounts receivables and the actual loss allowance plus Unearned Discount established by Borrower.

LTV Ratio Test Dates: as defined in **Section 7.1**.

Margin Stock: as defined in Regulation U of the Board of Governors.

Material Adverse Effect: the effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, (a) has or could be reasonably expected to have a material adverse effect on the business, operations, Properties, prospects or condition (financial or otherwise) of Borrower, on the value of any material Collateral, on the enforceability of any Loan Documents, or on the validity or priority of Agent's Liens on any Collateral; (b) materially impairs the ability of Borrower to perform any obligations under the Loan Documents, including repayment of any Obligations; or (c) otherwise materially impairs the ability of Agent or any Lender to enforce or collect any Obligations or to realize upon any Collateral.

Material Contract: any agreement or arrangement to which Borrower or a Subsidiary is party (other than the Loan Documents) (a) that is deemed to be a material contract under any securities law applicable to Borrower or such Subsidiary, including the Securities Act of 1933; (b) for which breach, termination, nonperformance or failure to renew could reasonably be expected to have a Material Adverse Effect; or (c) that relates to Subordinated Debt, or Debt in an aggregate amount of \$250,000 or more.

Monthly LTV Ratio: on any LTV Ratio Test Date, a fraction (expressed as a percentage) (a) the numerator of which is the aggregate outstanding principal amount of Loans and (b) the denominator of which is the Total Collateral Value plus Cash.

Moody's: Moody's Investors Service, Inc., and its successors.

Mortgage: each mortgage, deed of trust or deed to secure debt pursuant to which Borrower grants to Agent, for the benefit of Secured Parties, Liens upon the Real Estate owned by Borrower, as security for the Obligations.

Multiemployer Plan: any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

Net Proceeds: with respect to an Asset Disposition, proceeds (including, when received, any deferred or escrowed payments) received by Borrower or Subsidiary in cash from such disposition, net of (a) reasonable and customary costs and expenses actually incurred in connection therewith, including legal fees and sales commissions; (b) amounts applied to repayment of Debt secured by a Permitted Lien senior to Agent's Liens on Collateral sold; (c) transfer or similar taxes; and (d) reserves for indemnities, until such reserves are no longer needed.

Notes: each Term Note or other promissory note executed by Borrower to evidence any Obligations.

Obligations: all (a) principal of and premium, if any, on the Loans, (b) interest, expenses, fees and other sums payable by Borrower under Loan Documents, (d) obligations of Borrower

under any indemnity for Claims, (e) Extraordinary Expenses, (f) Bank Product Debt, and (g) other Debts, obligations and liabilities of any kind owing by Borrower pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

Ordinary Course of Business: the ordinary course of business of Borrower or any Subsidiary, consistent with past practices and undertaken in good faith.

Organic Documents: with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

OSHA: the Occupational Safety and Hazard Act of 1970.

Other Agreement: each Note, Fee Letter, Lien Waiver, Related Real Estate Document, Total Collateral Value Certificate, Compliance Certificate, financial statement or report delivered hereunder; or other document, instrument or agreement (other than this Agreement or a Security Document) now or hereafter delivered by Borrower or any other Person to Agent or a Lender in connection with any transactions relating hereto.

Other Taxes: all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

Participant: as defined in **Section 12.2**.

Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

Payment Item: each check, draft or other item of payment payable to Borrower, including those constituting proceeds of any Collateral.

PBGC: the Pension Benefit Guaranty Corporation.

PCS: as defined in the recitals of this Agreement.

Pension Plan: any employee pension benefit plan (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by Borrower or any ERISA Affiliate or to which Borrower or the ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple